

SECTION 00400

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____
as PRINCIPAL, and _____
a corporation duly organized under the laws of the State of _____
_____ and duly licensed to become sole surety on bonds required or
authorized by the State of California, as SURETY, are held and firmly bound unto the
Redevelopment Agency of the City of San Jose (hereinafter called the "Agency"), in the
penal sum of TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BASE BID of
the Principal above named, submitted by the Principal to the Agency, for the work
described below; for the payment of which sum in lawful money of the United States,
well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability
of the Surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the
Redevelopment Agency of the City of San Jose, for certain construction specifically
described as follows, for which bids are to be opened at the Redevelopment Agency of
the City of San Jose, located at 200 East Santa Clara Street, 14th Floor Tower, San
Jose California, on **January 5, 2010** for the following project:

CIVIC AUDITORIUM PHASE 2 PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and,
within the time and manner required under the specifications, after the prescribed forms
are presented to him for signature, enters into a written contract, in the prescribed
forms, in accordance with the bid, and files a Contractor's Performance Bond and a
Contractor's Labor and Material Payment Bond, and files the required insurance
policies with the Agency, all as required by the specifications and the contract or by law,
then the obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation
of said Surety and its bond shall be in no way impaired or affected by any extension of
the time within which the Agency may accept such Bid; and said surety does hereby
waive notice of any such extension.

In the event suit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 200__.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

By: _____
Signature

Address: _____

Print Name

Title

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

END OF SECTION 00400